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Dated: April 14, 2005

Signature

(Lisa H. Smith)

Docket No.: 09166/002001
(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Where Patent Application of:
James G. Clough

Application No.: 09/693,235

Confirmation No.: 8568

Filed: October 20, 2000

Art Unit: 3728

For: ORTHOPEDIC SHOE APPLIANCE AND
METHOD

Examiner: Jila M. Mohandes

TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

The undersigned is empowered to act on behalf of ~~the organization~~, Cluffy Biomedical, LLC. Cluffy Biomedical, LLC certifies that it is the owner of 100% interest in the above identified patent application, as evidenced by the attached assignment, said assignment having been submitted to the U.S. Patent and Trademark Office on February 8, 2005 for recordation.

The owner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior U.S. Patent No. 6,874,258. The owner hereby agrees that any patent that is granted on the above-identified application shall be enforceable only for and during such period that it and the above listed patent are commonly

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owned. This agreement runs with any patent granted on the above-identified application and is binding upon the grantee, its successors or assignees.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminate prior to the expiration of its full statutory term.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application of any patent issued thereon.

Please charge our Credit Card in the amount of \$65.00 covering the fee set forth in 37 CFR 1.20(d). Credit Card Payment Form SB-2038, with a signature from an authorized cardholder, is enclosed. The Director is hereby authorized to charge any deficiency in the fees filed, asserted to be filed or which should have been filed herewith to our Deposit Account No. 50-0591, under Order No. 09166/002001.

Application No.: 09/693,235

Docket No.: 09166/002001

Dated: April 14, 2005

Respectfully submitted,

By


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